

## GREEN WEAKENS AS JUSTICE GOULD DENIES MOTION

### Shows Palpable Signs of Bitter Disap- pointment

NERVOUSLY MOBS BROW

Question as to Ownership  
of Money Held to Be  
Incidental

The motion to direct a verdict of not guilty, made by the defense in the case of George E. Green, charged with conspiracy with George W. Beavers to defraud the Government, was this morning overruled by Justice Gould, in Criminal Court, No. 1.

Green heard the reading of the decision with ill-concealed chagrin. Evidently he had expected a favorable ruling from the bench, and not until this

Jury was excluded, for the purpose of the reading of the opinion, did his hopes seem to droop. While Justice Gouid was reading his opinion, Green was palpably nervous. He rubbed his face and neck nervously with a handkerchief and gave other indications of disappointment. All the testimony in the case has been submitted and the Johnson counsel began the argument of prayers for instructions to the jury. These arguments will consume the remainder of the afternoon and the jury has been relieved until 10 o'clock tomorrow morning, when the arguments upon the facts will be made.

The full opinion of the court was as follows:

"At the close of the Government's case in chief, counsel for defendant Green have made a motion to direct a verdict of acquittal. This is based upon two propositions. First, that the indictment avers that defendant Green agreed with Beavers, in behalf of the International Time Recording Company, that

upon every time-recording device of the kind described thereafter ordered from said company through the procurement of Beavers, the said International Time

Recording Company would pay to the said George W. Beavers, a commission of 10 per cent of the purchase price thereof.

"Second, that the proof offered by the Government tends to establish nothing more than that Green paid the aforesaid commission of 10 per cent to Beavers out of his private funds; and that this constitutes a failure of the Government to prove an essential element of the offense charged."

"It should be borne in mind that the question involved is not whether the money Beavers received as commission was in fact the money of Green, or the money of the Time Recording Company, or whether he received any money whatever.

"The defendant is indicted not for paying Beavers money to corrupt his official action, but for agreeing to do so. If Beavers had never received a cent, he and the defendant would be guilty, provided they agreed, on the one hand, that Beavers could give and on the other hand that Green should pay money to induce him to secure the purchase of

the time clocks by the Postoffice Department, and either did some act to carry out that agreement.

**Payment of Money Incidental.**

"As far as the alleged conspiracy is concerned, the actual payment of money to Beavers is only important as furnishing a fact from which, coupled with

other facts, the existence and terms of the unlawful agreement, in pursuance of which it was paid, may be inferred.

"Now, the facts, in this particular, which the evidence tends to establish are as follows: Beavers was an official of the Postoffice Department in a posi-

tion to influence the purchase by that corporation of the services of the Postoffice Building, Green was the president of the corporation manufacturing and selling the services; Heavers and Green were intimates and friends; and Green was in business transactions before the alleged conspiracy. Green received a salary for his services to the Postoffice Building, and the latter did an extensive business, of which that transacted with the Postoffice Building was a part. Green received no commission on any sales made by the corporation, excepting those made to the Postoffice Department, or which, in the action of the board of directors, which action does not appear to have been made a matter of record, were made in connection with the amount of such sales; settlement of these commissions was made with him by the corporation, and in several instances the amount of the commission shown to have been paid to him was not the same as that deposited by him in a certain bank, and

days later exactly the same amount was deposited by Beavers in bank; and in a few days the same amount was changed

### Contentions of Counsel.

"From these facts, it is contended by defendant's counsel that there can be drawn only the inference that the agreement between Green and Beavers was that the latter should receive the money of the corporation. I am unable to accept the conclusion. It may be argued that Green's title to or property in this money was derived from the corporation through a conduit, from the treasury of the corporation to the pockets of Green. But this is a mere question of fact. The corporation was under all the circumstances of the case of too unsubstantial, too transient a character to impress the mind of a reasonable man. But it is not necessary to go so far. Assuming

"Would it not be unreasonable to infer from these circumstances, that

Green agreed to use his own money to